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9 CLARK COUNTY SCHOOL DISTRICT

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13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 * * *

16 CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada,

17 Plaintiff,

18 vs.

19 TRAVELERS CASUALTY AND SURETY
20 COMPANY OF AMERICA, a Connecticut
corporation,

21 Defendant.
22

CASE NO. 2:13-cv-01100-JCM-PAL

**STIPULATION AND ORDER
REGARDING CLAW BACK
AGREEMENT**

23 Plaintiff, CLARK COUNTY SCHOOL DISTRICT ("CCSD"), by and through its
24 attorneys at the law firm of Kolesar & Leatham, and Defendant, TRAVELERS CASUALTY
25 AND SURETY COMPANY OF AMERICA ("Travelers"), by and through its attorneys at the
26 law firm of Watt, Tieder, Hoffar & Fitzgerald, L.L.P., hereby stipulate and agree pursuant to
27 Federal Rule of Civil Procedure 26(c) and Federal Rule of Evidence 502(e) as follows:

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1 1. In the event that any Party (the "Discloser") produces material or documents in
2 the above-captioned action (the "Litigation"), without intending to waive a claim of privilege or
3 confidentiality, the Discloser does not waive any claim of privilege or confidentiality if, within
4 ten (10) business days after the Discloser actually discovers that such material or documents
5 were produced, the Discloser (1) notifies the other Party (the "Recipient") of the inadvertent
6 disclosure of the privileged or confidential items, (2) describes the nature of the privileged or
7 confidential items that were inadvertently disclosed—and does so in a manner that, without
8 revealing information itself privileged or protected, enables the Recipient to assess the claim and
9 (3) states whether it is claiming that all the material in the subject document is privileged or
10 confidential, or whether it is only claiming that a portion of the material in the subject document
11 is privileged or confidential. Mere failure to diligently screen documents before producing them
12 does not waive a claim of privilege or confidentiality by the Discloser.

13 2. If the Discloser asserts that it inadvertently produced privileged or confidential
14 items in accordance with this Claw Back Agreement, the Recipient must return the specified
15 material or documents and any copies within ten (10) business days of the notification. The
16 Recipient must further permanently destroy any electronic copies of such specified material or
17 documents and affirm in writing to counsel for the Discloser of such destruction.

18 3. In the event that the Recipient contends the documents are not subject to privilege
19 or confidentiality as asserted by the Discloser in accordance with this Claw Back Agreement, the
20 Recipient may, following the return and destruction described in Paragraph 2 of this Agreement,
21 challenge the privilege or confidentiality claim through filing a Motion to Compel or other
22 motion with the Court in which the Litigation is currently pending. The Parties agree that any
23 review of items by the Court shall be an *in camera* review.

24 4. If the Recipient does not challenge the Discloser's claim of privilege or
25 confidentiality within ten (10) business days of receiving notice of said privilege/confidentiality,
26 the documents, and any information contained therein, may not be used in the Litigation or
27 against the Discloser in any future litigation or arbitration brought by the Recipient.
28 Alternatively, if the Recipient does challenge the Discloser's claim that the documents are

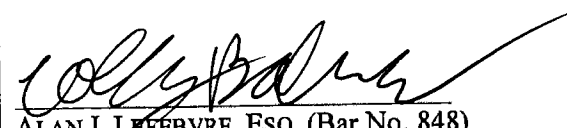
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subject to privilege or confidentiality, the discoverability and use of the documents and any information contained therein in the Litigation and against the Discloser in any future litigation or arbitration brought by the Recipient, will be determined by the Court. However, whether or not the Recipient challenges the Discloser's claim that the documents are subject to privilege or confidentiality, and with regard to information contained in a privileged or confidential document that is (1) not privileged or confidential information and (2) obtained from a separate non-privileged and non-confidential document or source, such information may still be used in the Litigation and/or in future litigation or arbitration even though a document containing this information has been deemed privileged/confidential by the Court and/or clawed back by the Discloser.

5. Nothing contained within this Claw Back Agreement shall be deemed to waive any objection that any Party may wish to assert under applicable state or federal law.

DATED this 13 day of April, 2015

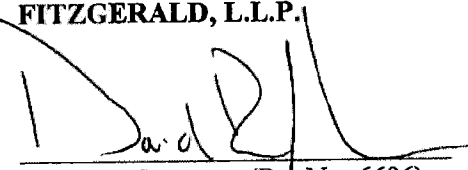
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Attorneys for Plaintiff,
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DATED this 10 day of April, 2015

WATT, TIEDER, HOFFAR &
 FITZGERALD, L.L.P.

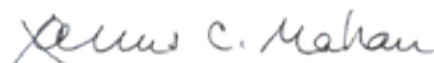

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 COMPANY OF AMERICA

ORDER

IT IS SO ORDERED.

DATED April 14, 2015.


 United States District Court Judge